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INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE GOLDER RANCH FIRE DISTRICT

THIS AGREEMENT is entered into 5 September, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its Intermodal Transportation Division (the "State") and GOLDER RANCH FIRE DISTRICT, acting by and through its Board of Directors (the "GRFD").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The GRFD is empowered by Arizona Revised Statutes Section 48-801 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the GRFD.
3. The State and the GRFD desire to participate in the design, construction and maintenance of new traffic signal emergency vehicle preemption equipment at intersections of State routes and streets in the GRFD district, at an estimated cost of \$8,000.00, all at GRFD expense, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 24211

Filed with the Secretary of State

Date Filed: 09/05/00

Richard D. Lawrence

Secretary of State

Richard D. Lawrence

## II. SCOPE OF WORK

1. The GRFD will:
  - a. Provide to State standards Project design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.
  - b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the GRFD. Provide and install the emergency vehicle preemption equipment at desired signal locations on SR-77 between MP 76.93 and MP 87.52. Maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment and provide them to the State as needed and appropriate.
  - c. No more often than monthly, invoice the State for the reasonable direct actual cost of the Project, with no profit or fee, in an amount not to exceed \$150,000.00.
  - d. Upon completion, approve and accept the systems installation on behalf of the parties hereto.
2. The State will:
  - a. Review the design documents and provide comments to the GRFD or it's contractor(s). Issue the GRFD a permit for the installation of the signal preemption equipment.
  - b. Upon receipt and approval of monthly invoices, pay the GRFD for the reasonable direct actual cost of the Project, in an amount not to exceed \$150,000.00.
  - c. Upon completion and acceptance of the signal preemption installations by the GRFD, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption system.

## III MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until canceled by either party or other competent authority, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Golder Ranch Fire District  
Fire Chief  
3535 E. Hawser Street  
Tucson, AZ 85739

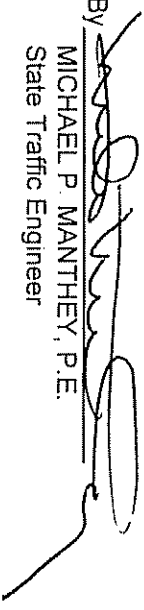
7. Attached hereto and incorporated herein is the written determination of legal counsel that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GOLDER RANCH FIRE DISTRICT

STATE OF ARIZONA  
Department of Transportation

By   
JOHN FINK  
Chief

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST

By \_\_\_\_\_

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RESOLUTION

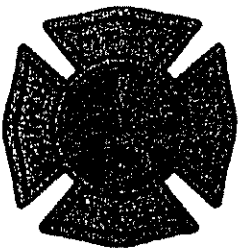
BE IT RESOLVED on this 8th day of May 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Golder Ranch Fire District (GRFD), for the purpose of defining responsibilities for the design, construction and maintenance of new traffic signal emergency vehicle preemption equipment at intersections of State routes and streets in the GRFD.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director



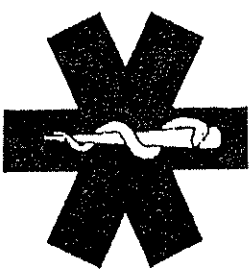
# GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance  
3535 E. Hawser St.  
Tucson, Arizona 85739

(520) 825-9001 FAX (520) 825-8043

JOHN FINK, CHIEF

JA



## MINUTES FOR

**THE GOLDER RANCH FIRE DISTRICT BOARD WHICH MET IN PUBLIC SESSION ON MONDAY, JUNE 26<sup>TH</sup>, 2000, 9:00 A.M. AT STATION #110, 3535 E. HAWSER STREET**

### CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

The public meeting was called to order at 9:00 A.M. by Chairperson Vicki Cox Golder. The pledge of allegiance was recited by all present.

### ROLL CALL AND AFFIRMATION OF QUORUM:

Present: Chairperson Vicki Cox-Golder, Vice-Chairperson Don Sinclair, Clerk Dennis Murphy, Board Member Joe Pierce and District Chief John Fink.

APPROVAL OF MINUTES DATED JUNE 12TH, 2000 AND APPROVAL OF EXECUTIVE MINUTES DATED JUNE 12TH, 2000.

A motion was made by Dennis Murphy to accept all minutes as they are, seconded by Don Sinclair and passed unanimously.

#### I. PRESENTATION OF PERSONNEL

Chief Fink introduced to the board our new EMT/Firefighter Steve Drury. The board congratulated and welcomed Steve to Golder Ranch Fire District. Steve Drury told the board a little about himself and his family.

#### II. PUBLIC HEARING ON PROPOSED BUDGET FOR FISCAL YEAR 2000-2001

Chief Fink had posted the budget in the required places and advertised the budget in the newspaper for the public hearing. A motion was made by Don Sinclair to open public hearing on proposed budget for fiscal year 2000-2001, seconded by Dennis Murphy and passed unanimously. No public spoke on the budget. The Public Hearing was closed by the Chairperson.

#### III. DISCUSSION/POSSIBLE ADOPTION OF BUDGET FOR FISCAL YEAR 2000-2001 WITH A LETTER LIMITING THE TAX RATE:

Chief Fink presented the board with copies of the letter limiting our tax levy to \$1.89 for the next fiscal year and a copy of the budget will be sent to Pinal County and Pima County along with our letter. A motion was made by Dennis Murphy to adopt the Budget for Fiscal Year 2000-2001 and the letter limiting our tax levy to \$1.89 for the fiscal year, seconded by Don Sinclair and passed unanimously.

#### IV. RESOLUTION #R2000-0007, DISCUSSION/POSSIBLE APPROVAL TO ENCUMBER ALL UNCOLLECTED AND UNSPENT MONIES FROM THE FISCAL YEAR 1999-2000.

Chief Fink presented the board with a letter to encumber all uncollected and unspent monies to be sent to the county. The finalization of the uncollected and unspent funds will be issued as of the middle of July 2000. A motion was made by Dennis Murphy to approve encumbering all uncollected and unspent monies from the Fiscal Year 1999-2000, seconded by Don Sinclair and passed unanimously.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO  
ATTORNEY GENERAL

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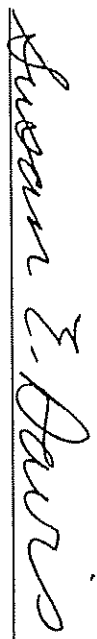
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR00-0691 TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 23, 2000

JANET NAPOLITANO  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggf

Enc.

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